

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WAYNE FARMS LLC,)	Civil Action No.: 20-5191
)	
Plaintiff,)	Judge Feinerman
v.)	
)	
JOHN DOE, A/K/A GRACIE,)	
HENDERSON, A/K/A FRANK L)	
ANNESE,)	
)	
Defendant.)	

JUDGMENT AND PERMANENT INJUNCTION ORDER

This action having been commenced by WAYNE FARMS LLC. (“Plaintiff”) against defendant JOHN DOE, alias GRACIE HENDERSON, alias FRANK L ANNESE, and Plaintiff having moved for entry of Default and Default Judgment against JOHN DOE;

Plaintiff having properly completed service of process on JOHN DOE, the combination of providing notice via electronic publication or e-mail, along with any notice that JOHN DOE received from LinkedIn Corporation, being notice reasonably calculated under all circumstances to apprise JOHN DOE of the pendency of the action and affording them the opportunity to answer and present their objections; and

JOHN DOE having failed to answer the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over JOHN DOE since JOHN DOE targeted their business activities toward customers in Illinois. Specifically, JOHN DOE is reaching out to Illinois residents by operating one or more LinkedIn profiles and communicating using at least WAYNE FARMS Trademarks and Copyrights, and a false identity having appropriated the name and likeness of at least one WAYNE FARMS

employee using these counterfeit versions of WAYNE FARMS Trademarks and Copyrights to perpetrate fraud in the solicitation of advance fees.

THIS COURT FURTHER FINDS that JOHN DOE is liable for willful trademark infringement and counterfeiting (15 U.S.C. § 1114, *et seq.*), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501), and violation of the Illinois Right of Publicity Act (765 ILCS § 1075, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that JOHN DOE is deemed in default and that this Final Judgment is entered against JOHN DOE.

IT IS FURTHER ORDERED that:

PERMANENT INJUNCTION

1. JOHN DOE, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the WAYNE FARMS Trademarks or Copyrights or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product, whether goods or services;
 - b. passing off, inducing, or enabling others to sell or pass off any product, whether goods or services, as a WAYNE FARMS product or any other product produced by Plaintiff, offered for sale by any employee of WAYNE FARMS or offered for sale under the WAYNE FARMS Trademarks or Copyrights, or using the name or likeness of any WAYNE FARMS employee;

- c. committing any acts calculated to cause consumers to believe that JOHN DOE has any authority to offer products under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff, or any employee of Plaintiff;
- d. further infringing the WAYNE FARMS Trademarks or Copyrights and damaging Plaintiff's goodwill or the goodwill or reputation of any employee of WAYNE FARMS;
- e. otherwise competing unfairly with Plaintiff or deceiving prospective purchasers in any manner;
- f. offering to, or, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not processed by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear or are associated with any of the WAYNE FARMS Trademarks or Copyrights or any reproductions, counterfeit copies or colorable imitations thereof, or using the name or likeness of any WAYNE FARMS employee;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the any online accounts, profiles, biographies, email addresses, social media pages, any domain name or online marketplace account that is being used to sell or is the means by which JOHN DOE could continue to offer to sell Counterfeit/Infringing Products or make offers using Counterfeit/Infringing marks, art or literature; and
- h. operating accounts, profiles, biographies, email addresses, social media

pages, and/or hosting websites and any domain names registered or operated by JOHN DOE that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product appearing to bear or otherwise offered for sale or sold under the WAYNE FARMS Trademarks or Copyrights or any reproduction, counterfeit copy or colorable imitation thereof, or any such accounts, profiles, biographies, email addresses, social media pages, and/or hosting websites and any domain names using the name or likeness of a WAYNE FARMS employee;

2. The accounts, profiles, biographies, email addresses, social media pages, and/or hosting pages or websites and any domain names under the false names Patrick Gomez and Lincon Bright, including, but not limited to, listings on LinkedIn, or any site owned or operated by LinkedIn Corporation, within five (5) business days of receipt of this Order, shall, at Plaintiff's choosing:
 - a. be permanently transferred by JOHN DOE to Plaintiff's control, including unlocking and changing the registrar of record for the to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
 - b. the service providers shall cancel the registrations for the accounts, profiles, biographies, email addresses, social media pages, and/or hosts websites and any domain names and make them inactive.
3. Those with actual notice of this Order, including LinkedIn Corporation, with whom JOHN DOE registered and posted false pages with imposter profiles, and Microsoft Corporation, with whom JOHN DOOE registered the email address

patrickwaynefarms@outlook.com, shall within five business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which JOHN DOE engage in the offer for sale of counterfeit and infringing goods using the WAYNE FARMS Trademarks or Copyrights, including any accounts associated with the JOHN DOE falsely using the names, likenesses or other information relating to WAYNE FARMS employees;
- b. disable and cease displaying any advertisements, pages, profiles, addresses or other registered content used by or associated with JOHN DOE in connection with the offer for sale of counterfeit and infringing goods using the WAYNE FARMS Trademarks or Copyrights; and
- c. take all steps necessary to prevent links to or communication with or by JOHN DOE, including the email addresses:
 1. patrickwaynefarms@consultant.com
 2. patrickwaynefarms@outlook.com
 3. godsonnguyen101@gmail.com
 4. butcherspride.frozenfoods@gmail.com
 5. rasulselfp22@mail.com.

DAMAGES

4. WAYNE FARMS is awarded \$131,000 against JOHN DOE in damages as follows:
 - a. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from JOHN DOE in the amount of \$100,000 for willful use of counterfeit WAYNE FARMS Trademarks in offers to sell products through at least email and text

solicitations and solicitations using the LinkedIn platform.

- b. Pursuant to 17 U.S.C. § 504, Plaintiff is awarded statutory damages from JOHN DOE in the amount of \$30,000 for willful use of counterfeit WAYNE FARMS Trademarks or Copyrights in offers to sell products through at least email and text solicitations and solicitations using the LinkedIn platform.
- c. Pursuant to 765 ILCS § 1075, Plaintiff, as assignee of the right of publicity cause of action of the real Patrick Gomez, is awarded statutory damages from JOHN DOE in the amount of \$1,000 for willful use of the name and/or likeness of Patrick Gomez in offers to sell products through at least email and text solicitations and solicitations using the LinkedIn platform.

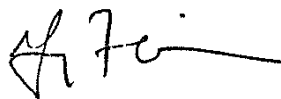
FORFEITURE

- 5. All monies currently restrained in JOHN DOE's financial accounts, including monies held by all banks, associations and other financial institutions, are hereby released to Plaintiff as partial payment of the above-identified damages, and said banks, associations and other financial institutions having said funds of JOHN DOE shall transfer said funds to the Trust Account of counsel for WAYNE FARMS as shall be designated by WAYNE FARMS, the specific bank, association or financial institution accounts comprising:
 - a. BB and T Bank, including whatever current names or legal entities are in privity with the entity formerly known as BB and T Bank, including but not limited to TRUIST fka BRANCH BANKING AND TRUST COMPANY, Truist Financial, BB&T Bank, Truist Corporation and Truist Corporation – now TRUIST d/b/a BB&T Bank, those accounts identified as Savings Account Number

4110004156395 and Checking Account Number 1110018286851;

- b. Wells Fargo Bank, N.A. including whatever current names or legal entities are in privity with the entity known as Wells Fargo Bank, those accounts identified in
 - 1. Checking Account Number 5837226603 and Savings Account No. 5837873289,
 - 2. the accounts listed in Wells Fargo's September 23, 2020 Response to the Temporary Restraining Order, Checking Account Number XXXXXX6603 and Savings Account Number XXXXXXXX4914, and
 - 3. any other accounts of JOHN DOE such as, but not limited to, those listed for transfers in the Wells Fargo Statements on Account Number 5837226603 of July 31, 2020.
- 6. Said banks, associations and other financial institutions are ordered to release and transfer to Plaintiff the amounts from JOHN DOE's Amazon accounts within ten business days of receipt of this Order.

SO ORDERED



January 6, 2021

United States District Judge